

# EXHIBIT 1

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between Plaintiffs Elisa Montes de Oca, and Gabriela Fernandez, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant SelectBlinds LLC (“SelectBlinds” or “Defendant”), on the other hand, in the action entitled *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD, pending in the United States District Court for the Central District of California (the “Court”).

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

- A.     **“Action”** means *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD (U.S.D.C. C.D. Cal.).
- B.     **“Administration Fund”** means a fund that Defendant will pay or cause to be paid to the Settlement Administrator. The Administration Fund is an early payment towards Administration Costs (defined below) and payable from the Settlement Costs Fund (defined below).
- C.     **“Administration Costs”** means the actual costs reasonably charged by the Claim Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms. The Administrative Costs shall be paid out of the Settlement Costs Fund.
- D.     **“CAFA Notice”** refers to the notice requirements imposed by 28 U.S.C. § 1715(b).
- E.     **“Cash Benefit(s)”** means a dollar payment, in the form of a check or electronic payment, to a Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form.
- F.     **“Cash Settlement Fund”** means the non-reversionary fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash

Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

G.     **“Credit Benefit(s)”** means the credit issued to each Settlement Class Member, unless the Settlement Class Member elects to receive a Cash Benefit, that can be applied toward any purchase made on SelectBlinds.com. Credit Benefits are subject to additional terms and conditions, as set forth in Section III.E. The Parties agree that, for purposes of Cal. Civ. Proc. Code § 1520.5, the Credit Benefit qualifies as gift certificate under Cal. Civ. Code § 1749.45 *et seq.*, that does not expire, and that California’s escheat statute, Cal. Civ. Proc. Code § 1520, therefore does not apply to the Credit Benefit.

H.     **“Class Counsel”** means Dovel & Luner, LLP.

I.     **“Class Period”** means October 4, 2019, through December 31, 2022.

J.     **“Claim(s)” or “Claim Form(s)”** means the claim form submitted by a Settlement Class Member, in the form attached hereto as **“Exhibit C”**, which shall offer each Settlement Class Member a choice between receiving an automatic Credit Benefit or a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must attest under penalty of perjury that they were a California resident who purchased one or more products from SelectBlinds.com during the Class Period. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving Credit Benefit as the default option.

K.     **“Claim Deadline”** means the date sixty (60) days after the Notice Deadline.

L.     **“Claim Period”** means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Deadline and expires on the Claim Deadline.

M.     **“Claims Process”** means the process for Settlement Class Members’ submission of Claims, as described in Section III.

N.     **“Class Notice”** means all types of notice that will be provided to the Settlement Class, as described in Section IV and ordered by the Court.

O.     **“Effective Date”** means the last of the following dates: (a) all Parties have executed this Agreement; (b) the Court has entered the Final Approval Order; and (c) the date on which time to appeal or to seek permission to appeal from the Court’s approval of this Agreement has expired or, if appealed, approval of this Agreement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

P.     **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as “**Exhibit A**”.

Q.     **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

R.     **“Final Approval”** means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

S.     **“Final Approval Order”** means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

T.     **“Long Form Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as “**Exhibit B**”.

U.     **“Mail Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary after the failure of Email Notice, in substantially the same form as “**Exhibit D**”.

V.     **“Notice Deadline”** or **“Notice Date”** means the date on which the notice described in Section IV of the Agreement is first issued.

W.     **“Objection/Exclusion Deadline”** means the deadline to object or seek exclusion from the Settlement.

X.     **“Parties”** or **“Party”** means the Class Representatives and Defendant.

Y.     **“Preliminary Approval”** means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

Z.     **“Preliminary Approval Order”** means the order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement, the proposed form of which is attached hereto as “**Exhibit D**”.

AA.    **“Released Claims”** means all claims to be released pursuant to Section III.D of this Agreement.

BB.    **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval, an independent entity shall be retained to implement the Class Notice and Claims administration requirements of this Agreement.

CC.    **“Settlement Award”** means a Credit Benefit or Cash Benefit provided to an eligible Settlement Class Member pursuant to Section III.E. of this Agreement.

DD.    **“Settlement Class”** means all individual consumers who, during the Class Period, purchased one or more products from the SelectBlinds.com website for personal, family, or household purposes while residing in California. Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; corporations; partnerships; limited liability companies; sole proprietorships; businesses; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant’s website, www.SelectBlinds.com, underlying the claims in the operative complaint in the Action.

EE.    **“Settlement Class Member(s)”** means any member of the Settlement Class.

FF. “**Settlement Costs**” means (a) any award of attorneys’ fees, costs, and expenses to Class Counsel approved by the Court; (b) any incentive awards to Plaintiffs approved by the Court; (c) CAFA notice costs; and (d) all Administration Costs.

GG. “**Settlement Costs Fund**” means the fund which shall cover all the Settlement Costs. The amount of the Settlement Cost Fund shall be One Million Four Hundred and Ninety-Seven Thousand Five Hundred Dollars (\$1,497,500) cash. The Settlement Costs Fund represents the total extent of Defendant’s monetary obligations to pay the Settlement Costs under the Agreement, and Defendant shall not have any other monetary obligation related to or arising out of the Action with respect to such Settlement Costs.

HH. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in Section IV.C.

II. “**Website Notice**” means the notice made available on the Settlement Website pursuant to Section IV.C. of this Agreement, including the Long Form Notice.

## **II. LITIGATION BACKGROUND**

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised various discounts of its products on its website. Based on these allegations, this Action was filed on October 4, 2022. The Action alleges violations of certain California consumer protection statutes, and claims for breach of contract, breach of express warranty, and unjust enrichment. Plaintiffs seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions.

Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

C. The Parties engaged in negotiations over a six-month period relating to the facts and legal issues in the Action. Although the Parties agreed to stay formal discovery and case deadlines, the Parties exchanged informal discovery, including detailed financial and sales records relevant to the claims and alleged damages. Plaintiffs' Counsel represents that they spent significant time and effort analyzing these detailed records, and enlisted the help of an expert witness to assist them in doing so. The Parties also prepared and exchanged comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail, followed by an in-person mediation in Los Angeles on June 20, 2023, with Bruce Friedman of JAMS. The Parties did not reach a settlement but continued to engage in extensive and contentious negotiations over the following five weeks, until a settlement was finally reached on July 26, 2023. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's marketing practices and Defendant's defenses.

D. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

E. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may otherwise be used to run Defendant's business. While Defendant

denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, Defendant has determined that the Settlement is fair, adequate and reasonable.

F. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

### **III. TERMS OF SETTLEMENT**

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

B. Certification is Conditional. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether

those claims are amenable to class-based treatment. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 14 days. If after 14 days the Parties have not agreed to amended settlement terms, then all pre-trial and trial deadlines and dates shall be reset by the Court. The Parties agree to provide the Court with a proposed schedule within 14 days after an order of the Court denying preliminary approval.

C. Settlement Class Member information. Defendant will provide the Claims Administrator a customer list of Settlement Class members, including name, the California shipping address associated with each Settlement Class Member's most recent purchase to a California address, and the most current email, as well as a list of the purchases those Settlement Class members made on www.SelectBlinds.com, for the purpose of administering the settlement reached pursuant to this Agreement.

D. Releases.

1. Release of Defendant. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the "Discharged Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Discharged Parties' representations, advertising, marketing and/or sales on the Defendant's website, www.SelectBlinds.com, during

the Class Period, which were alleged in the operative complaint, or which arise from the same facts and claims alleged in the operative complaint in the Action. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action and that are based on or arise out of the same factual predicate as the Action.

2. Class Representatives' Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs.

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiffs, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common

law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Plaintiffs, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

E. Compensation to the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, Defendant will make a payment to each Settlement Class Member in either cash (Cash Benefit) or Select Blinds credit (Credit Benefit), equal to 12% of such Settlement Class Member's total purchases made from [www.SelectBlinds.com](http://www.SelectBlinds.com) while a California resident during the Class Period. The Parties agree based on their review of Settlement Class member purchase data that the aggregate value of the Cash Benefits and Credit Benefits is approximately Eight Million Five Hundred Thousand Dollars (\$8,500,000). In addition, without reducing the amount of Cash Benefit or Credit Benefit paid to the Settlement Class, Defendant

will pay One Million Four Hundred and Ninety Seven Thousand Five Hundred Dollars (\$1,497,500) in cash (the Settlement Costs Fund) to pay for Settlement Costs.

2. Credit Benefit Delivery: Unless a Settlement Class Member submits a valid Claim Form electing to receive payment in the form of a Cash Benefit, the appropriate Credit Benefit amount will automatically be provided to Settlement Class Members without any requirement to fill out a claim form or take any other affirmative action. Credit Benefits will be automatically applied to Settlement Class Members' SelectBlinds accounts and Select Blinds shall send the Settlement Class Member an email to the email address associated with the account informing the Settlement Class Member that the credit has been applied to the account and providing instructions on how to use it. If the Settlement Class Member does not have a current SelectBlinds account, a notice of the Credit Benefit will be sent by email so that the Settlement Class Member can create or reset an account and the Credit Benefit can be applied as a credit in the account. If an email to a Settlement Class Member giving notice of the Credit Benefit bounces back, that Settlement Class Member will be sent notice of the Credit Benefit via first class mail to the California shipping address provided by Defendant for that Settlement Class Member with instructions on how to create or reset an account to claim the Credit Benefit.

3. Use of Credit Benefits: Credit Benefits can be used toward any purchase by the Settlement Class Member made on SelectBlinds.com (including any shipping and handling fees or taxes that may apply), can be combined with any other discount or offer, do not expire, and will be tied to the account to which they are applied. If Credit Benefits used in connection with an order exceed the total amount of the order (including any shipping and handling fees or taxes that may apply), then any unused Credit Benefit will remain in the Settlement Class Member's account and can be applied toward future purchases. If a Credit Benefit used in connection with an order is less than the total amount of the order, then the Settlement Class Member using the Credit Benefit is responsible for the balance of the purchase amount that exceeds the Credit Benefit amount, including any shipping and handling fees and taxes that may apply.

4. Cash Benefit Election and Delivery: If a Settlement Class Members submits a valid Claim Form and elects to receive Cash Benefits, he or she will receive the payment they are due under this Agreement in the form of Cash Benefits rather than Credit Benefits.

F. Settlement Administration and Notice.

1. All notice, publication, and claims administration activities shall be carried out exclusively by the Settlement Administrator.

2. Claim Process. Settlement Class Members may elect to receive Cash Benefit instead of a Credit Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period and choosing to receive a Cash Benefit. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claim is otherwise valid. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall receive payment in the form of Credit Benefit as the default option.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive the Cash Benefit but fails to attest under penalty of perjury that they were a California resident who purchased one or more products from SelectBlinds.com during the Class Period and the claim is otherwise valid, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of Credit Benefit. The Settlement Administrator shall maintain records of all Claim Forms until ninety (90) days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made

available upon request to Class Counsel and Defendant's counsel at the end of the ninety (90) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

3. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of Claims received, the number of Claims electing the Cash Benefit option, and the number of any Claims electing the Cash Benefit option that have been denied. Within **seven (7) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option. The Settlement Administrator shall separately provide to Defendant, but not Class Counsel, the identities of each such Settlement Class Member.

4. Calculation of Cash Settlement Fund and Credit Benefit Amounts. Within **fourteen (14) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide Defendant with (a) a schedule of the Cash Benefit amounts to be paid to each Settlement Class Member who submitted a valid and timely Claim electing the Cash Benefit option, including the total amount of such Cash Benefit payments, which shall establish the amount of the Cash Settlement Fund; and (b) for each Settlement Class Member not receiving a Cash Benefit, a schedule of the Credit Benefit amounts payable to that Settlement Class Member under this Agreement. The Settlement Administrator shall separately provide to Class Counsel anonymized versions of the above-referenced schedules after removing identifying information of the Settlement Class Members from such schedules.

G. Payment Schedule. In settlement of the claims of Plaintiffs and the Settlement Class Members, Defendant shall remit payment on the following schedule:

1. Within **fourteen (14) calendar days** of Preliminary Approval, Defendant shall pay sums to cover the reasonable Administration Expenses (the Administration Fund) into an escrow account established by the Settlement Administrator. The Administration Fund comprises part of the Settlement Costs payable from the Settlement Costs Fund. The

Administration Fund shall serve as an advance payment towards the costs of Class Notice and the Claims Process, including exclusions and objections. Defendant shall pay sums to cover any additional reasonable Administration Expenses to the Settlement Administrator out of the Settlement Costs Fund as they become due. Any additional payments owed to the Settlement Administrator are also Settlement Costs payable from the Settlement Costs Fund.

2. Within **thirty-one (31) calendar days** of the Court's entry of judgment on its order approving the Settlement and Fee Award, Defendant shall pay out of the Settlement Costs Fund (a) any award of attorneys' fees, costs, and expenses to Class Counsel approved by the Court; (b) any incentive awards to Plaintiffs Elisa Montes de Oca and Gabriela Fernandez approved by the Court, by wire transfer to Class Counsel's Client Trust Account, subject to Class Counsel providing a stipulated undertaking that is substantively identical to the stipulated undertaking approved by the Court in *Taylor v. Trusted Media Brands, Inc.*, S.D.N.Y., Case No. 16-cv-01812-KMK (Dkt. No. 70-1, Ex. E).

3. Within **fourteen (14) calendar days** of the Effective Date, Defendant shall deposit the Cash Settlement Fund into a mutually agreeable bank account (the "**Cash Settlement Fund Payment**"). The Cash Settlement Fund Payment shall be used to pay all Cash Benefit amounts. Subject to Court approval and oversight, the account receiving the Cash Settlement Fund Payment shall be an interest-bearing account mutually agreed to by the Parties and controlled by the Settlement Administrator. The Settlement Administrator shall promptly distribute Cash Benefits to Class Members entitled to receive them, in the form of a check or electronic payment, upon receipt by the Settlement Administrator of the Cash Settlement Fund Payment. Any interest earned on any amounts in the account shall be sent by the Settlement Administrator to the National Consumer Law Center.

4. Within **thirty (30) calendar days** of the Effective Date, Defendant shall provide a Credit Benefit due to each Settlement Class Member not receiving the Cash Benefit in the manner described above in Section III.E.3 above.

H. Attorneys' Fees/Costs and Class Representative Enhancement.

1. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for an award of attorneys' fees and reasonable costs and expenses of up to One Million Four Hundred and Ninety Seven Thousand Five Hundred Dollars (\$1,497,500), less payment of all other Settlement Costs, to be paid to Class Counsel from the Settlement Costs Fund. Class Counsel shall not be entitled to interest on any amount sought at any time. The actual amount of attorneys' fees, costs, and expenses to be awarded is in the discretion of the Court. Defendant may challenge or oppose the amount of fees requested by Class Counsel (i.e., may ask the Court to award Class Counsel less than the amount requested), but will not dispute that under this Agreement, Class Counsel is entitled to receive up to \$1,497,500 in attorneys' fees, costs, and expenses if approved by the Court. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect.

2. Named Plaintiffs Elisa Montes de Oca and Gabriela Fernandez may also apply to the Court for incentive awards each in an amount not to exceed \$2,500 each, for their participation as Class Representatives to be paid from the Settlement Costs Fund. Court approval of the incentive awards, or their amount, will not be a condition of the Settlement.

3. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of the fees and costs including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9. Attorneys' fees and incentive awards shall be paid to Plaintiffs Elisa Montes de Oca and Gabriela Fernandez and Class Counsel in accordance with Section G above.

4. Should the amount of the Settlement Cost Fund exceed the amount needed to pay for Settlement Costs (for example, if the Court awards less than the full amount of attorneys' fees or incentive awards requested), any remaining amounts after payment of Settlement Costs shall be divided and distributed to Settlement Class Members in proportion to the Settlement Award due to them under this Agreement, and will not revert to Defendant.

5. Except for the fees and costs to be paid to Class Counsel and Plaintiffs as specifically provided in this subsection and elsewhere in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

**IV. NOTICE TO THE SETTLEMENT CLASS**

The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Deadline.

A. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the form of **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. Defendant is in possession of approximately 113,377 such email addresses. This contact information will be shared with the Settlement Administrator but not Class Counsel.

B. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will send a postcard notice in substantially the same form as **Exhibit D** via first class U.S. mail, postage pre-paid to the California shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase on SelectBlinds.com to a California address. Mail Notices will instruct Settlement Class Members to provide the Claims Administrator with a current email address for settlement purposes only.

C. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access the case docket via PACER or in

person at any of the Court's locations. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the settlement, and provide the dates to opt out of or object to the settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

D. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

E. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the Parties shall work together in good faith to come to agreement regarding the form and content of, and secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating CAFA Notice, including but not limited to postage and printing, shall be deemed Settlement Costs and paid exclusively from the Settlement Fund.

F. Defendant agrees to cooperate with Class Counsel and the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Central District of California,

First Street Courthouse, 350 West 1st Street, Courtroom 5C, Los Angeles, CA 90012, or by filing them in person at any location of the United States District Court for the Central District of California. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they were a California resident who purchased one or more products from Defendant during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD (C.D. Cal.)." No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5,000 persons in the Settlement Class.

The Parties agree that third-party discovery of any kind (formal or informal) shall not be propounded or pursued through the date the Final Approval Order is entered by the Court, unless otherwise agreed by all Parties.

Either Party may terminate the Settlement if the Court orders a notice program that deviates substantially from the notice program discussed in this Agreement, including without limitation a notice plan that requires additional third-party discovery or additional notice unduly burdensome to Defendant.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

Following full execution of this Agreement, the Parties will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any

court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

## **VII. FINAL APPROVAL OF SETTLEMENT**

Not later than **seventy-five (75) calendar days** after Preliminary Approval, the Parties shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the

Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

**VIII. UNCASHED SETTLEMENT AWARDS**

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks shall will be sent by the Settlement Administrator to National Consumer Law Center and will not revert to Defendant.

**IX. PARTIES' AUTHORITY**

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

**X. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that Defendant will not attempt to discourage Settlement Class Members from filing claims.

**XI. NO ADMISSION**

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

**XII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<b><u>For The Class</u></b>	<b><u>For Defendant</u></b>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 <a href="mailto:simon@dovel.com">simon@dovel.com</a>	Isabelle L. Ord, Esq. DLA PIPER LLP (US) 555 Mission Street, Suite 2400 San Francisco, CA <a href="mailto:Isabelle.Ord@us.dlapiper.com">Isabelle.Ord@us.dlapiper.com</a>

**XIII. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

**XIV. MATERIAL TERMS; CAPTIONS**

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XV. INTEGRATION CLAUSE**

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

**XVI. PUBLIC STATEMENTS**

The Parties and their counsel shall make no comments to media or press with respect to the substance of the Agreement at any time (including but not limited to press releases), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that (i) disparage Plaintiffs, Defendant, or their counsel, or (ii) represent or suggest that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

**XVII. NON-EVIDENTIARY USE**

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

**XVIII. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered.

Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

**XIX. AMENDMENTS**

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

**XX. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XXI. GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

**XXII. BINDING ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXIII. CONFIDENTIALITY**

Class Counsel and Defendant's counsel of record in the Action warrant and represent that they have not shared any information regarding the substance of this Settlement or confidential information learned in the Action with any third party, beyond what was permitted under the Stipulated Protective Order in the Action. Nothing in this Agreement changes the terms of the

Stipulated Protective Order or the Parties' obligations thereunder, and the Parties and their counsel continue to be bound by the Stipulated Protective Order.

#### **XXIV. TAX CONSEQUENCES**

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

#### **XXV. CLASS COUNSEL SIGNATORIES**

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

#### **XXVI. SETTLEMENT TIMELINE**

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<b><u>Item</u></b>	<b><u>Deadline</u></b>
Filing of Motion for Preliminary Approval	September 26, 2023
Funding of Administration Fund	14 days after Preliminary Approval
Notice Deadline/Notice Date	30 days after Preliminary Approval
Objection/Exclusion Deadline	60 days after Preliminary Approval

Claim Deadline	90 days after Preliminary Approval
Final Tally	7 days after Claim Deadline
Plaintiffs' Motion for Attorneys' Fees and Incentive Awards	45 days after Preliminary Approval
Motion for Final Approval	75 days after Preliminary Approval
Fairness Hearing	The Parties shall request that the Court hold a Final Fairness Hearing and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable after filing.
Effective Date	Date of Final Approval (assuming no objections)
Payment of Attorneys' Fees and Costs and Incentive Awards	31 days after Final Approval (subject to counsel providing the stipulated undertaking)
Fund Payment for Settlement Awards	No later than 14 days after Effective Date
Distribution of Settlement Awards	No later than 21 days after Effective Date

## **XXVII. COUNTERPARTS**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following pages.]

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

9/15/2023

Dated: September \_\_\_\_ , 2023

By: \_\_\_\_\_  
Elisa Montes de Oca  
D4775C7A4B5B48F...  
Elisa Montes de Oca, individually and on  
behalf of the Settlement Class

Dated: September \_\_\_\_ , 2023

By: \_\_\_\_\_  
Gabriela Fernandez, individually and on  
behalf of the Settlement Class

Dated: September \_\_\_\_ , 2023

DOVEL &amp; LUNER, LLP

By: \_\_\_\_\_  
Simon Franzini  
Attorneys for Plaintiffs

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: September \_\_\_\_ , 2023

By: \_\_\_\_\_

Elisa Montes de Oca, individually and on  
behalf of the Settlement Class

9/13/2023

Dated: September \_\_\_\_ , 2023

By: \_\_\_\_\_

Gabriela Fernandez, individually and on  
behalf of the Settlement Class

Dated: September \_\_\_\_ , 2023

DOVEL & LUNER, LLP

By: \_\_\_\_\_

Simon Franzini  
Attorneys for Plaintiffs

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: September \_\_\_\_, 2023

By: \_\_\_\_\_  
Elisa Montes de Oca, individually and on  
behalf of the Settlement Class

Dated: September \_\_\_\_, 2023

By: \_\_\_\_\_  
Gabriela Fernandez, individually and on  
behalf of the Settlement Class

9/14/2023

Dated: September \_\_\_\_, 2023

DOVEL & LUNER, LLP

By: \_\_\_\_\_  
\_\_\_\_\_  
Simon Franzini  
4CB01EB2937049E  
Simon Franzini  
Attorneys for Plaintiffs

**DEFENDANT AND COUNSEL FOR DEFENDANT:**

Dated: September 11, 2023

SELECTBLINDS LLC

By: \_\_\_\_\_

  
Satya Sivunigunta  
Chief Executive Officer

Dated: September 12, 2023

DLA PIPER LLP (US)

By: \_\_\_\_\_

  
Isabelle L. Ord  
Attorneys for Defendant

# EXHIBIT A

**TO ALL PERSONS WHO MADE A PURCHASE FROM WWW.SELECTBLINDS.COM FROM OCTOBER 4,  
2019 THROUGH DECEMBER 31, 2022 WHILE RESIDING IN CALIFORNIA**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.**

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [WEBSITE] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

**What Is This Case About?** In the lawsuit entitled *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD, U.S. District Court for the Central District of California, plaintiffs Elisa Montes de Oca and Gabriela Fernandez (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class, allege that SelectBlinds LLC (“SelectBlinds”) deceptively advertised various discounts of its products on its website. SelectBlinds denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising was accurate and lawful. The lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or SelectBlinds’ defenses.

**Who Is A Class Member?** All individual consumers who, from October 4, 2019, to December 31, 2022, purchased one or more products from the SelectBlinds.com website for personal, family, or household purposes while residing in California (“Settlement Class Members”).

**What Are The Terms Of The Settlement?** SelectBlinds has agreed to pay settlement awards (“Settlement Awards”) of approximately \$8,500,000 to Settlement Class Members to fully resolve and release claims of all persons who purchased a SelectBlinds product in the state of California during the time period set forth above (“Class Period”), as described in the settlement agreement (“Settlement”). The Settlement Awards to be paid to each Settlement Class Member shall equal 12% of such Settlement Class Member’s total purchases made from www.SelectBlinds.com from October 4, 2019 to December 31, 2022 while a California resident, and shall take the form of either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on SelectBlinds.com (“Credit Benefit”). To be eligible to receive the Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead receive the Credit Benefit. SelectBlinds has also agreed to pay \$1,497,500 in settlement costs (“Settlement Costs Fund”), which shall be used to pay for notice and administration costs estimated at [estimate], a \$2,500 incentive award to each of the two Class Representatives, Elisa Montes de Oca and Gabriela Fernandez, and an award of attorneys’ fees and expenses out of the remaining Settlement Costs Fund (after deducting the administration costs and incentive awards), of up to approximately \$[estimate].

**How Do You Choose Your Settlement Award?** To receive the Cash Benefit, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than** [REDACTED]. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than** [REDACTED]. The Claim Form is available at [website]. If you do not submit a signed and completed Claim Form to the Class Action Settlement Administrator by [REDACTED], you will instead receive the Credit Benefit.

**What Are My Other Options?** If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than** [REDACTED]. If you exclude yourself from the Settlement, you will not receive a Cash or Credit Benefit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue SelectBlinds for any claims under federal and state law that arise from the SelectBlinds marketing representations at issue in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than** [REDACTED]. Additional information about objecting to the Settlement is available at [website]. You will be bound by the Settlement if your objection is rejected, and will still receive a Settlement Award.

**Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on [REDACTED], at [REDACTED] a.m., United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street,

Courtroom 5C, Los Angeles, CA 90012. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed and whether the hearing may be held virtually due to COVID-19.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [website], OR WRITE OR CALL THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [REDACTED] OR (\_\_\_\_) \_\_\_\_-\_\_\_\_ (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com>, OR BY ACCESSING THE COURT DOCKET IN THIS CASE, FOR A FEE, THROUGH THE COURT'S PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) SYSTEM AT <https://www.cacd.uscourts.gov/>, OR BY VISITING THE OFFICE OF THE CLERK OF THE COURT FOR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, FIRST STREET COURTHOUSE, 350 WEST 1ST STREET, COURTROOM 5C, LOS ANGELES, CA 90012, BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# EXHIBIT B

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

*Roger Barr, et al. v. SelectBlinds LLC, Case No. 2:22-cv-08326-SPG-PD*

**If you made one or more purchase from [www.SelectBlinds.com](http://www.SelectBlinds.com) from October 4, 2019 to December 31, 2022 while residing in California, you may be entitled to a payment from a class action settlement in the amount of 12% of your total purchases during that time.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- SelectBlinds LLC (“SelectBlinds”) has agreed to pay settlement awards (“Settlement Awards”) of approximately \$8,500,000 to Settlement Class Members to fully resolve and release claims of all persons who purchased a SelectBlinds product in the state of California during the time period set forth above (“Class Period”), as described in the settlement agreement (“Settlement”).
- SelectBlinds has also agreed to pay \$1,497,500 in settlement costs (“Settlement Costs Fund”), which shall be used to pay for notice and administration costs estimated at [estimate], a \$2,500 incentive award to each of the two Class Representatives, Elisa Montes de Oca and Gabriela Fernandez, and an award of attorneys’ fees and expenses out of the remaining Settlement Costs Fund (after deducting the administration costs and incentive awards), of up to approximately [estimate].
- The Settlement Awards to be paid to each Settlement Class Member shall equal 12% of such Settlement Class Member’s total purchases made from [www.SelectBlinds.com](http://www.SelectBlinds.com) while a California resident during the Class Period and shall take the form of either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on SelectBlinds.com (“Credit Benefit”). To be eligible to receive the Cash Benefit, you must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead receive the Credit Benefit.
- The Settlement resolves a lawsuit alleging that SelectBlinds deceptively advertised various discounts of its products on its website.
- The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. By entering into the Settlement, SelectBlinds has not conceded the truth or validity of any of the claims against it, and denies any liability or wrongdoing.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

**Your Legal Rights and Options in This Settlement:**

DO NOTHING

If you do nothing, you will receive store credit that can be applied towards any purchase made on SelectBlinds.com equal to 12% of your total purchases made from [www.SelectBlinds.com](http://www.SelectBlinds.com) while a California resident during the Class

	Period. By doing nothing, you will give up certain rights to sue SelectBlinds.
SUBMIT A CLAIM FORM	If you submit a valid Claim Form by [Claim Deadline] and elect to receive the Cash Benefit, you will receive a cash payment in the form of a check or electronic payment, equal to 12% of your total purchases made from www.SelectBlinds.com while a California resident during the Class Period. If you submit a valid Claim Form by [Claim Deadline] and elect to receive the Credit Benefit, you will receive store credit that can be applied towards any purchase made on SelectBlinds.com equal to 12% of your total purchases made from www.SelectBlinds.com while a California resident during the Class Period. By submitting a Claim Form, you will give up certain rights to sue SelectBlinds.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue SelectBlinds on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is [Objection/Exclusion Deadline].

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Compensation will be issued if the Court approves the Settlement and after appeals are resolved, if any.

## BASIC INFORMATION

### **1. Why was this notice issued?**

This notice was issued because a Court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you made a purchase from www.SelectBlinds.com while a California resident between October 4, 2019 and December 31, 2022, you may have legal rights and options in this case. This Notice explains all of these issues. Judge Sherilyn Peace Garnett of the United States District Court for the Central District of California is overseeing this class action. The case is known as *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD (the “Action”). The people who sued are called the Plaintiffs. The company they sued, SelectBlinds LLC, is called the Defendant or SelectBlinds.

## **2. Why is this a class action?**

In a class action, one or more people, called “Class Representatives” (in this case Elisa Montes de Oca and Gabriela Fernandez, the named “Plaintiffs”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at [WEBSITE].

## **3. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or SelectBlinds. Plaintiffs think they would have prevailed at trial. SelectBlinds thinks the Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Class Members will receive compensation. The Class Representative and their attorneys think the Settlement is best for all Class Members.

## **THE CLAIMS IN THE LAWSUIT**

### **4. What is the lawsuit about?**

The lawsuit claims that SelectBlinds deceptively advertised various discounts of its products on its website. The lawsuit claims that SelectBlinds violated the California Consumers Legal Remedies Act, California’s False Advertising Law, and California’s Unfair Competition Law, and also asserts claims against SelectBlinds for breach of contract, breach of express warranty, and unjust enrichment. SelectBlinds denied these claims and denies any liability or wrongdoing. More information can be found in the First Amended Class Action Complaint, available at [WEBSITE].

## **MEMBERS OF THE SETTLEMENT CLASS**

### **5. How do I know if I am a part of the Settlement Class?**

The Court has certified this case for settlement purposes only as a class action. The class (the “Settlement Class”) is defined as:

All individual consumers who, from October 4, 2019, to December 31, 2022, purchased one or more products from the SelectBlinds.com website for personal, family, or household purposes while residing in California.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; corporations; partnerships; limited liability companies; sole proprietorships; businesses, counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant’s website, www.SelectBlinds.com, underlying the claims in the operative complaint in the Action.

## THE SETTLEMENT BENEFITS

### **6. What does the Settlement provide?**

SelectBlinds has agreed to pay Settlement Awards of approximately \$8,500,000 to Settlement Class Members to fully resolve and release claims of all persons who purchased a SelectBlinds product in the state of California during the Class Period, as described in the Settlement.

The Settlement Awards to be paid to each Settlement Class Member shall equal 12% of such Settlement Class Member's total purchases made from www.SelectBlinds.com while a California resident during the Class Period and shall take the form of either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) store credit that can be applied towards any purchase made on SelectBlinds.com ("Credit Benefit"). To be eligible to receive the Cash Benefit, you must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead receive the Credit Benefit.

In addition to the Settlement Awards, SelectBlinds has also agreed to pay up to an additional \$1,497,500 in settlement costs ("Settlement Costs Fund"), which shall be used to pay for settlement costs, including notice and administration costs estimated at [estimate], a \$2,500 incentive award to each of the two Class Representatives, Elisa Montes de Oca and Gabriela Fernandez, and an award of attorneys' fees and expenses of up to approximately [estimate].

### **7. How much will my payment be?**

Your Settlement Award, in the form of either the Cash Benefit or the Credit Benefit, will equal 12% of the total purchases you made from www.SelectBlinds.com while a California resident from October 4, 2019, to December 31, 2022.

### **8. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against SelectBlinds asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release SelectBlinds from any and all claims under federal and state law that arise from the SelectBlinds marketing representations at issue in this action.

## THE LAWYERS REPRESENTING YOU

### **9. Do I have a lawyer in this case?**

Yes. The Court has appointed Simon Franzini, Christin Cho, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at <https://www.dovel.com>.

#### **10. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

#### **11. How will the lawyers be paid?**

Class Counsel will ask the Court to approve an award of up to \$1,497,500 in settlement costs (“Settlement Costs Fund”), which shall be used to pay for settlement costs, including notice and administration costs estimated at [estimate], a \$2,500 incentive award to Elisa Montes de Oca and Gabriela Fernandez for their services as Class Representatives, and an award of attorneys’ fees of up to approximately [estimate]. These costs will be paid by SelectBlinds and will be in addition to the settlement payments described above. The Court may award less than these amounts.

### **HOW TO CHOOSE YOUR SETTLEMENT AWARD**

#### **12. How can I get compensation under the Settlement?**

Settlement Class Members who do not opt out of the Settlement by [Objection/Exclusion Deadline] will receive compensation equal to 12% of their total purchases made from www.SelectBlinds.com while a California resident during the Class Period, in the form of either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on SelectBlinds.com (“Credit Benefit”).

To be eligible to receive the Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who do not submit a valid Claim Form by [Claim Deadline] will instead receive the Credit Benefit by default.

A Claim Form is available on the internet at [website]. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Objection/Exclusion Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Objection/Exclusion Deadline].

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they were a California resident who purchased one or more products from SelectBlinds.com during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member’s knowledge. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving Credit Benefit by default.

#### **13. When would I receive compensation?**

The Court will hold a hearing on [Fairness Hearing Date] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at [website]. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### **14. How do I get out of the Settlement?**

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue SelectBlinds regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement “I/we request to be excluded from the class settlement in *Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD (C.D. Cal.).” No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than [Objection/Exclusion Deadline] to the Class Action Settlement Administrator at the following address: [address]

### **15. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) SelectBlinds for the claims that this Settlement resolves.

### **16. If I exclude myself, can I get compensation under this Settlement?**

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

## OBJECTING TO THE SETTLEMENT

### **17. How do I tell the Court that I do not agree with the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a monetary award.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Roger Barr, et al. v. SelectBlinds LLC*, Case No. 2:22-cv-08326-SPG-PD (C.D. Cal.)), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 5C, Los Angeles, CA 90012, or by filing them in person at any location of the United States District Court for the Central District of California, and (c) be filed or postmarked on or before [Objection/Exclusion Deadline].

Written objections must also contain: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class (if any); (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

#### **18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Award.

### **IF YOU DO NOTHING**

#### **19. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue SelectBlinds. You will automatically receive a Settlement Award in the form of store credit that can be applied towards any purchase made on SelectBlinds.com, equal to 12% of your total purchases made from www.SelectBlinds.com while a California resident during the Class Period.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at [REDACTED] a.m. on [REDACTED], at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 5C, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website or the Court's PACER site to confirm that the date has not been changed and whether the hearing may proceed virtually due to COVID-19.

#### **21. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**22. May I speak at the hearing?**

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

**GETTING MORE INFORMATION**

**23. Is this the entire Settlement?**

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at [WEBSITE], or by calling toll-free [phone number], or by writing to the Class Action Settlement Administrator at [address], or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.cacd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 5C, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or by contacting Class Counsel at the information listed immediately below.

DOVEL & LUNAR, LLP  
Simon Franzini  
[simon@dovel.com](mailto:simon@dovel.com)  
Grace Bennett  
[grace@dovel.com](mailto:grace@dovel.com)  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
(310) 656-7066

**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**

# EXHIBIT C

Your claim form  
must be submitted  
online or  
postmarked  
by: [REDACTED]

**United States District Court  
Central District of California**

*Roger Barr, et al. v. SelectBlinds LLC*  
Case No. 2:22-cv-08326-SPG-PD

[REDACTED]  
SEL

**SELECTBLINDS SETTLEMENT  
CLAIM FORM FOR CASH BENEFIT**

**INSTRUCTIONS**

This class action alleges SelectBlinds violated certain California laws by deceptively advertising various discounts of its products on its website, [www.selectblinds.com](http://www.selectblinds.com). SelectBlinds denies these allegations.

**You are a Settlement Class Member if you:**

- During the Class Period (October 4, 2019, to December 31, 2022), purchased one or more products from the SelectBlinds.com website for personal, family, or household purposes while residing in California.

**If you wish to receive your Settlement Award in the form of cash rather than store credit you must submit a valid Claim no later than [REDACTED], 2023. If you wish to receive your Settlement Award in the form of store credit, then you do not have to do anything – you will automatically receive store credit so long as you are a Settlement Class Member and do not exclude yourself from the settlement.**

**Settlement payments will be mailed to you by check or digital payment.** Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

Your claim form  
must be submitted  
online or  
postmarked  
by: \_\_\_\_\_

**United States District Court  
Central District of California**

*Roger Barr, et al. v. SelectBlinds LLC*  
Case No. 2:22-cv-08326-SPG-PD

SEL

**Claim Form**

**I. YOUR CONTACT INFORMATION AND MAILING ADDRESS**

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Mobile Phone**

**Notice ID (if you  
received a Notice)**

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current address you provide here does not need to be the same address you used for your purchase(s) from SelectBlinds.

**II. PAYMENT SELECTION**

Please select one of the following payment options:

- Prepaid Mastercard** – Enter the email address where you will receive the Prepaid Mastercard: \_\_\_\_\_
- PayPal** - Enter your PayPal email address: \_\_\_\_\_
- Venmo** - Enter the mobile number associated with your account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
- Zelle** - Enter the email address or mobile number associated with your Zelle account:  
\_\_\_\_\_
- Physical Check** - Payment will be mailed to the address provided above.

Your claim form  
must be submitted  
online or  
postmarked  
by: \_\_\_\_\_

**United States District Court  
Central District of California**

*Roger Barr, et al. v. SelectBlinds LLC*  
Case No. 2:22-cv-08326-SPG-PD

SEL

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**III. CERTIFICATION**

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By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States and California, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this Claim if so requested to do so by the Settlement Administrator.

**SIGNATURE**

**DATE**

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# EXHIBIT D

**TO ALL PERSONS WHO MADE A PURCHASE  
FROM WWW.SELECTBLINDS.COM FROM  
OCTOBER 4, 2019 THROUGH DECEMBER 31,  
2022 WHILE RESIDING IN CALIFORNIA**

**Read This Notice Carefully. You Could Receive  
Compensation From This Class Action Settlement.**  
This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [WEBSITE] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

SelectBlinds Settlement  
c/o Administrator  
Administrator Address  
Administrator City/State/Zip

Class Member Name  
Class Member Address  
Class Member City/State/Zip

*Roger Barr, et al. v. SelectBlinds LLC, Case No. 2:22-cv-08326-SPG-PD (C.D. Cal.)*

**What is this Case About?** In this lawsuit, Plaintiffs allege that SelectBlinds LLC ("SelectBlinds") deceptively advertised various discounts of its products on its website. SelectBlinds disputes the allegations, denies that it misled consumers, and believes its advertising was accurate and lawful. You are receiving this Notice because SelectBlinds' records indicate that you may be a Class Member. Class Members include all individual consumers who, from October 4, 2019, to December 31, 2022, purchased one or more products from the SelectBlinds.com website for personal, family, or household purposes while residing in California.

**What are the Settlement Benefits?** Under the Settlement, SelectBlinds has agreed to pay settlement awards ("Settlement Awards") of approximately \$8,500,000 to Settlement Class. The Settlement Awards to be paid to each Settlement Class Member shall equal 12% of such Settlement Class Member's total purchases made from www.SelectBlinds.com from October 4, 2019 to December 31, 2022 while a California resident, and shall take the form of either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) store credit that can be applied towards any purchase made on SelectBlinds.com ("Credit Benefit"). To be eligible to receive the Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead receive the Credit Benefit.

SelectBlinds has also agreed to pay \$1,497,500 in settlement costs, which shall be used to pay for notice and administration costs estimated at [estimate], a \$2,500 incentive award to each of the two Class Representatives and an award of attorneys' fees and expenses (out of the remaining fund, after deducting the administration costs and incentive awards), of up to approximately [estimate].

**How do I Choose a Settlement Award?** To receive the Cash Benefit, you must submit a Claim Form online, available at [redacted], by [redacted]. You can also mail the Claim Form to the Settlement Administrator, postmarked by [redacted]. If you do not submit a timely Claim Form, you will receive the Credit Benefit.

**What are my Other Options?** If you do nothing, you will automatically receive the Credit Benefit. You will be legally bound by the terms of the Settlement, and you will release your claims against SelectBlinds. If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by [redacted]. If you opt-out, you will not receive a Cash or Credit Benefit from the Settlement. If you do not opt-out, you can object to the Settlement by [redacted]. Please visit [redacted] for more information on how to opt-out of or object to the Settlement.

**The Court's Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on [redacted], at [redacted] a.m., United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 5C, Los Angeles, CA 90012. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed and whether the hearing may be held virtually due to COVID-19.

**This notice is only a summary. For more information, visit [redacted] or write or call the class action Settlement Administrator at [redacted]  
[redacted] OR (\_\_\_\_) \_\_\_\_ - \_\_\_\_ (toll-free).**